VIJAY K. TOKE (CA Bar No. 215079)
(vijay@cobaltlaw.com)
MATTHEW S. SLEVIN (CA Bar No. 287968)
(matt@cobaltlaw.com)
COBALT LLP
918 Parker Street, Bldg. A21
Berkeley, CA 94710
Telephone: (510) 841-9800
Facsimile: (510) 295-2401

10880 Wilshire Blvd.
Suite 1101
Los Angeles, CA 90024
Telephone: (310) 307-4742
Facsimile: (310) 307-4701

PETER S. SLOANE *(to be admitted pro hac vice)*
(sloane@leasonellis.com)
CAMERON S. REUBER *(to be admitted pro hac vice)*
(reuber@leasonellis.com)
LAUREN SABOL *(to be admitted pro hac vice)*
(sabol@leasonellis.com)
LEASON ELLIS LLP
One Barker Avenue, Fifth Floor
White Plains, New York 10601
Phone: (914) 288-0022
Fax: (914) 288-0023

Attorneys for Defendants
ARGITAL S.R.L. and
ARGITAL DI G. FERRARO E C. S.N.C.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

ARGITAL S.R.L. and ARGITAL DI G. FERRARO E C. S.N.C., Plaintiffs, v. ARGITAL USA and TORSTEN KUNERT, Defendants.	Case No.: 2:17-CV-01984 **COMPLAINT** Jury Trial Demanded

COMPLAINT

Plaintiffs Argital S.r.l. and Argital Di G. Ferraro E C. S.N.C. (collectively "Plaintiffs" or "Argital"), by and through their undersigned attorneys, for their Complaint against Defendants Argital USA and Torsten Kunert (collectively "Defendants" or "Kunert"), allege as follows:

NATURE OF THIS ACTION

This is a civil action for trademark infringement, unfair competition, and commercial disparagement/trade libel. After Plaintiffs terminated their distribution agreement with Torsten Kunert, Defendants, in violation of federal and state statutes and common law, willfully and knowingly infringed and are continuing to infringe upon Defendants' federally registered trademark and common law rights. Defendants further made false statements designed to damage Plaintiffs' reputation and sales. As a result, Plaintiffs have been and will continue to be damaged by Defendants' unlawful conduct unless enjoined by this Court.

THE PARTIES

1. Plaintiff Argital S.r.l. is an Italian limited liability company with its principal place of business located at Via Della Tecnologia, 9, c/da Fargione Zona Asi. 97015 Modica (RG), Italy.

2. Plaintiff Argital Di G. Ferraro E C. S.N.C. is an Italian partnership with its principal place of business located at Via Fratelli Bressan, 21, Milano, Italy, I-20126.

3. Upon information and belief, Defendant Argital USA is a company with its principal place of business at 18444 Collins Street #6, Tarzana, California 91356.

4. Upon information and belief, Defendant Torsten Kunert is an individual residing at 18444 Collins Street #6, Tarzana, California 91356.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over Defendants by virtue of Defendants, upon information and belief, residing and transacting business in the State of California and in this District.

6. The subject matter jurisdiction of this Court over Counts I and III rests upon causes of action arising under the Trademark Act of 1946 (as amended), 15 U.S.C. §§ 1051 et seq. Therefore, this Court has original jurisdiction over these Counts pursuant to 15 U.S.C. § 1121, and 28 U.S.C. § 1338(a).

7. Counts II and IV-VI are joined as substantial and related claims, and accordingly, subject matter jurisdiction for these Counts is conferred upon this Court pursuant to 28 U.S.C. § 1338(b) and the doctrine of pendent jurisdiction.

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391.

FACTS COMMON TO ALL COUNTS

Plaintiffs' Activities

9. Founded in 1979 by Dr. Giuseppe Ferraro, Plaintiffs develop and manufacture green clay based natural cosmetics from quarries in Sicily, Italy. They use the highest quality raw materials, pure spring water instead of purified water, and no preservatives, colorants, or synthetic perfumes.

10. Plaintiffs produce over 150 different products, including green clay powders, personal hygiene, baby, anti-cellulite, and facial products. They then directly distribute such products throughout the world and through their authorized distributors.

11. Over the years, as a testament to the integrity of their products and business practices, Plaintiffs have received a variety of certifications, including: (i) BDIH, a natural cosmetics certification; (ii) DEMETER, an internationally recognized quality certification for products with raw materials coming from the Biodynamic agriculture; (iii) ICEA, ethical and environmental institute certification; (iv) LAV, defense of life and rights of animals certification; (v) VEGAN, ethical products that do not contain animal origin ingredients certification; and (vi) ECOCONTROL, organic and natural raw materials used in cosmetics certification.

12. Plaintiffs are featured on the People for the Ethical Treatment of Animals' (PETA) website as a company that is cruelty-free and does not test on animals.

13. In the course of using and protecting their name and mark in the United States, Plaintiffs obtained U.S. Trademark Registration No. 4,718,728 of the design mark DOTT. G. FERRARO ARGITAL for "[c]osmetics, namely, perfumes; perfumes in solid form; personal deodorants; soaps; liquid soaps; cakes of toilet soap; bath foams; dentifrices; toothpastes; shampoos; essential oils; hair lotions; preparations for permanent hair waves and for setting hair; bath gels; hair gels; shower gels; hair dyes; face creams; mascara; eye-liner pencils; eye shadows; make-up pencils; clay foundation for the face; lipsticks; make-up foundation; body creams; nail polish; nail hardeners; suntanning oils and creams for cosmetic purposes; bleaching preparations for cosmetic purposes." A copy of the Certificate of Registration, dated April 14, 2015, is attached as **Exhibit A**.

14. Plaintiffs are also known in the industry by the name ARGITAL, and have used this trade name as a mark in United States commerce since at least as early as April 2013.

15. Plaintiffs' name and mark ARGITAL are both inherently distinctive in connection with their cosmetic products. They have also achieved acquired distinctiveness and developed valuable goodwill in the marketplace as a source-identifier for Plaintiffs' high quality goods from Italy.

Defendants' Activities

16. In March 2014, Plaintiff Argital S.r.l. entered into a Distribution Contract with Defendant Kunert.

17. Thereafter, Defendant Kunert began offering Plaintiffs' products for sale in the United States under the business name Argital USA and through the website www.argitalusa.com. The products offered by Defendants bore the marks DOTT. G. FERRARO ARGITAL and ARGITAL.

18. During the approximate two years that Defendants were distributors for Plaintiffs, minimal sales were generated and Defendants' performance under the terms of the Distribution Contract was unsatisfactory.

19. In late December 2015, Defendant Kunert requested an updated distributor price list for 2016 from Plaintiffs. In response, on January 4, 2016, Plaintiffs advised Defendant Kunert that they preferred "not to continue [the] business relationship with [him] due to the bad trend of Argital sales in USA."

20. On January 8, 2016 and pursuant to the terms of the Distribution Contract, Plaintiff Argital S.r.l. officially notified Defendant Kunert that it was providing him 60 days written notice of the termination of the Distribution Contract.

21. After the January 8, 2016 termination notice, Defendants began harassing Plaintiffs and their business partners.

22. After the Distribution Contract termination notice period ended on March 8, 2016, Defendants have continued to offer for sale, sell, and advertise Plaintiffs' products and use Plaintiffs' name and marks in violation of Plaintiffs' intellectual property rights.

23. Defendants also operate a YouTube channel, ArgitalUSA, with numerous videos threatening Plaintiffs and their business partners, as well as containing false statements about Plaintiffs and their products in an attempt to damage Plaintiffs' reputation and business.

A. Defendants' Harassment and Smear Campaign Against Plaintiffs

24. For example, in a January 8, 2016 email, Defendant Kunert threatened to turn Plaintiffs' retailers and distributors against them. He further threatened to submit press releases to Italian newspapers and post videos and blogs to create a "publicity nightmare" for Plaintiffs. Finally, despite the termination notice, Defendant Kunert stated that he would continue to sell Plaintiffs' products.

25. On January 15, 2016, Defendant Kunert threatened to file complaints against Plaintiffs and their resellers/distributors in court, with the U.S. Department of Commerce, and with the Food and Drug Administration. Defendant Kunert further stated that he was "launching a series of complaint videos" against Plaintiff and their resellers/distributors. Defendant Kunert closed his email by threating that Plaintiffs'

"reputation in the media, [Plaintiffs'] integrity, [Plaintiffs'] style of business will be highly questionable after i [sic] am done with [Plaintiffs'] company."

26. On March 25, 2016, Defendant Kunert again stated that he would not follow or adhere to Plaintiffs' termination notice. He claimed to have filed suit against Argital S.r.l., Dr. Guiseppe Ferraro, and Plaintiffs' Italian lawyers. Neither Plaintiffs nor their attorneys, however, were ever served with a lawsuit.

27. On March 29, 2016, Defendant Kunert warned Plaintiffs that if they did not mediate with him, Plaintiffs and their Italian counsel "stand to lose many future clients through the publicity campaign" that Defendants were about to engage in.

28. On May 31, 2016, Defendants posted a video to their YouTube channel, ArgitalUSA, titled "Argital nightmare. Cheap pricing and products from China." In the video, Defendant Kunert makes false statements and misrepresentations regarding Plaintiffs and their products for the purpose of disparaging Plaintiffs and hurting their sales. For instance, Defendant Kunert states that "the very big problem with Argital is that you will get 'the product,' if it is the product, at a fraction of the price from China. Argital, as we found out, the US distributor, there is just absolutely no way of trying to conduct proper business on an international scale because this company has zero regard for their pricing. It is all over the show, and again by doing so, they really don't have any regard over the quality control because when these cheap products or 'Argital products' come from China you have to ask yourself, is it the original, is it pirated, is it changed, is it watered down, did they open it up and alter it? So you really don't know what you are getting and for us it is time to get out because this company has zero integrity. … they do what they wish with their brand, to me, leads to the downfall of the company. Your prices have to be consistent, your quality has to be consistent, and these two things are not upheld."

29. Defendants have posted numerous other videos making similar false claims about the country of origin of Plaintiffs' products, the quality of Plaintiffs' goods, and Plaintiffs' business practices.

30. On June 15, 2016, Defendant Kunert claimed that Defendants "have started a worldwide, Argital boycott, also warning people about cheap Argital products shipped from China, Hong Kong and Japan via Amazon. [Defendants] will be launching a further 150 boycott videos in the next 2 weeks, one for each product. Videos are also translated into Italian and German."

31. Defendants have posted over 20 videos on their YouTube channel, ArgitalUSA, requesting that consumers and prospective distributors boycott Plaintiffs, Plaintiffs' products, and Plaintiffs' retailers/distributors.

32. Defendants have further posted over 20 videos on their YouTube channel, ArgitalUSA, stating that they have filed lawsuits against Plaintiffs and their distributors. Upon information and belief, these statements are false and made for the purpose of damaging Plaintiffs' reputation and hurting their sales. Plaintiffs have not been served with any lawsuit and are not aware of any of their distributors being served with lawsuits.

B. Defendants' Infringement of Plaintiffs' Trademarks

33. The Distribution Contract states that Defendants' rights to use Plaintiffs' trademarks, trade names, or distinctive signs "shall cease immediately for [Defendants] on expiration or termination, for any reason, of the present contract."

34. As stated above, Defendants stated on numerous occasions that they would not accept Plaintiffs' lawful termination notice.

35. Defendants continue to use Plaintiffs' name and marks and sell Plaintiffs' branded products without authorization, including through the website www.argitalusa.com.

36. Defendants further utilized Plaintiffs' marks and promoted/offered Plaintiffs' products for sale without authorization through postings on Defendants' YouTube channel, ArgitalUSA. For example, on April 15, 2016, Defendants posted a video called "Enjoy 50 % off all products at ArgitalUSA.com with coupon code Argital50." At the end of the video, as shown in the screenshot below, Plaintiffs'

marks and products are prominently displayed and it states that these products are "Natural Cosmetics from Italy":

www.Argitalusa.com
Natural Cosmetics from Italy
COSMETICI NATURALI SENZA CONSERVANTI

COUNT I

(Federal Trademark Infringement under 15 U.S.C. § 1114)

37. Plaintiffs repeat and reallege the averments contained in all preceding paragraphs as if fully stated herein.

38. Plaintiffs own U.S. Trademark Registration No. 4,718,728 of the mark DOTT. G. FERRARO ARGITAL and Design for cosmetics.

39. Defendants have intentionally and knowingly used the federally registered mark DOTT. G. FERRARO ARGITAL in commerce after the termination notice without Plaintiffs' consent or authorization.

40. Defendants' unauthorized use of the federally registered mark DOTT. G. FERRARO ARGITAL in connection with their sale, offering for sale, distribution, and advertising of goods is likely to cause confusion, or to cause mistake, or to deceive the public as to the source and sponsorship of Defendants' unauthorized activities. Consumers are likely to be misled into believing that Defendants are related to

Plaintiffs, or that Defendants' unauthorized use of the mark is licensed by, sponsored by, or otherwise approved by Plaintiffs.

41. Defendants' unlawful actions constitute trademark infringement under 15 U.S.C. § 1114.

42. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiffs.

43. By reason of the foregoing, Plaintiffs are being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from the aforesaid acts.

44. Plaintiffs have no adequate remedy at law.

COUNT II

(Trademark Infringement under Common Law)

45. Plaintiffs repeat and reallege the averments contained in all preceding paragraphs as if fully stated herein.

46. Plaintiffs own common law rights throughout the United States in the marks ARGITAL and DOTT. G. FERRARO ARGITAL through their continuous use of these marks in United States commerce since at least April 2013, and their rights to these marks are superior to any rights Defendants may claim in these marks.

47. Defendants have intentionally and knowingly used the marks ARGITAL and DOTT. G. FERRARO ARGITAL in commerce after the termination notice without Plaintiffs' consent or authorization.

48. Defendants' unauthorized use of the marks ARGITAL and DOTT. G. FERRARO ARGITAL in connection with their sale, offering for sale, distribution, and advertising of goods is likely to cause confusion, or to cause mistake, or to deceive the public as to the source and sponsorship of Defendants' unauthorized activities. Consumers are likely to be misled into believing that Defendants are related to Plaintiffs, or that Defendants' unauthorized use of the marks is licensed by, sponsored by, or otherwise approved by Plaintiffs.

49. Defendants' unlawful actions constitute trademark infringement under the common law.

50. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiffs.

51. By reason of the foregoing, Plaintiffs are being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from the aforesaid acts.

52. Plaintiffs have no adequate remedy at law.

COUNT III

(Federal Unfair Competition under 15 U.S.C. §1125(a)(1))

53. Plaintiffs repeat and reallege the averments contained in all preceding paragraphs as if fully stated herein.

54. Defendants have intentionally and knowingly used the name and marks ARGITAL and DOTT. G. FERRARO ARGITAL in commerce after the January 8, 2016 termination notice without Plaintiffs' consent or authorization.

55. Defendants' unauthorized use of the name and marks ARGITAL and DOTT. G. FERRARO ARGITAL is likely to cause confusion, or to cause mistake, or to deceive the public as to the affiliation, connection, or association of Defendants with Plaintiffs, or as to the origin, sponsorship, or approval of Defendants' unauthorized activities. Consumers are likely to be misled into believing that Defendants are related to Plaintiffs, or that Defendants' unauthorized use of the name and marks is authorized, endorsed, sponsored, or approved by Plaintiffs.

56. Defendants' statements in their commercial advertising and promotion, including, but not limited to, through their YouTube channel (ArgitalUSA), misrepresent the nature, characteristics, qualities, or geographic origin of Plaintiffs' products. Such misrepresentations include, but are not limited to, statements that Plaintiffs' products come from China and are of questionable quality.

57. Defendants' unlawful actions constitute unfair competition in violation of Section 43(a)(1)(A) and (a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A)-(B).

58. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiffs.

59. By reason of the foregoing, Plaintiffs are being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from the aforesaid acts.

60. Plaintiffs have no adequate remedy at law.

COUNT IV

(Unfair Competition under California Business & Professions Code § 17200, et seq.)

61. Plaintiffs repeat and reallege the averments contained in all preceding paragraphs as if fully stated herein.

62. Defendants have intentionally and knowingly used the name and marks ARGITAL and DOTT. G. FERRARO ARGITAL in commerce in California without Plaintiffs' consent or authorization.

63. Defendants' unauthorized use of the name and marks ARGITAL and DOTT. G. FERRARO ARGITAL is likely to cause confusion, or to cause mistake, or to deceive the public as to the affiliation, connection, or association of Defendants with Plaintiffs, or as to the origin, sponsorship, or approval of Defendants' unauthorized activities. Consumers are likely to be misled into believing that Defendants are related to Plaintiffs, or that Defendants' unauthorized use of the name and marks is authorized, endorsed, sponsored, or approved by Plaintiffs.

64. Defendants' statements in their commercial advertising and promotion, including, but not limited to, through their YouTube channel (ArgitalUSA), misrepresent the nature, characteristics, qualities, or geographic origin of Plaintiffs' products. Such misrepresentations include, but are not limited to, statements that Plaintiffs' products come from China and are of questionable quality.

65. Defendants' unlawful actions constitute unfair competition under Cal. Bus. & Prof. Code § 17200, as they are unlawful, unfair and/or fraudulent business acts or practices, and are unfair, deceptive, untrue and/or misleading advertising.

66. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiffs.

67. By reason of the foregoing, Plaintiffs are being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from the aforesaid acts.

68. Plaintiffs have no adequate remedy at law.

COUNT V

(Unfair Competition under California Common Law)

69. Plaintiffs repeat and reallege the averments contained in all preceding paragraphs as if fully stated herein.

70. Defendants have intentionally and knowingly used the name and marks ARGITAL and DOTT. G. FERRARO ARGITAL in commerce in California without Plaintiffs' consent or authorization.

71. Defendants' unauthorized use of the name and marks ARGITAL and DOTT. G. FERRARO ARGITAL is likely to cause confusion, or to cause mistake, or to deceive the public as to the affiliation, connection, or association of Defendants with Plaintiffs, or as to the origin, sponsorship, or approval of Defendants' unauthorized activities. Consumers are likely to be misled into believing that Defendants are related to Plaintiffs, or that Defendants' unauthorized use of the name and marks is authorized, endorsed, sponsored, or approved by Plaintiffs.

72. Defendants' statements in their commercial advertising and promotion, including, but not limited to, through their YouTube channel (ArgitalUSA), misrepresent the nature, characteristics, qualities, or geographic origin of Plaintiffs' products. Such misrepresentations include, but are not limited to, statements that Plaintiffs' products come from China and are of questionable quality.

73. Defendants' unlawful actions constitute unfair competition under the common law of California.

74. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiffs.

75. By reason of the foregoing, Plaintiffs are being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from the aforesaid acts.

76. Plaintiffs have no adequate remedy at law.

COUNT VI

(Commercial Disparagement/Trade Libel)

77. Plaintiffs repeat and reallege the averments contained in all preceding paragraphs as if fully stated herein.

78. Defendants have made false statements of fact regarding Plaintiffs and third products, including, but not limited to, through Defendants' YouTube channel (ArgitalUSA) and direct contacts with Plaintiffs' customers. These false statements, include, but are not limited to, the origin of Plaintiffs' products, the quality of Plaintiffs' products, Plaintiffs' business practices, and Plaintiffs' being sued by Defendants.

79. Upon information and belief, Defendants have made these false statements for the purpose of inducing others to not buy from or deal with Plaintiffs and to damage Plaintiffs' reputation in the marketplace.

80. Upon information and belief, Defendants are aware that their false statements are likely to cause and are causing damage to Plaintiffs, including through pecuniary loss.

81. Upon information and belief, Defendants' statements have played a material and substantial part in inducing others not to buy product from or deal with Plaintiffs.

82. As a proximate result of Defendants' false statements, Plaintiffs have

suffered and are continuing to suffer economic harm, including, but not limited to, lost sales, lost business opportunities, and damage to Plaintiffs' business reputation.

83. By reason of the foregoing, Plaintiffs are being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from the aforesaid acts.

84. Plaintiffs have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

A. An Order permanently enjoining and restraining Defendants, their owners, subsidiaries, divisions, branches, affiliates, predecessors, or successors in business, parents and wholly owned or partially owned entities of the party, and any entities acting or purporting to act for or on behalf of the foregoing, including any agents, employees, representatives, officers, directors, servants, partners, and those persons in active concert or participation with them, from doing business under the names and marks ARGITAL or DOTT. G. FERRARO ARGITAL and any confusingly similar terms.

B. An Order permanently enjoining and restraining Defendants, their owners, subsidiaries, divisions, branches, affiliates, predecessors, or successors in business, parents and wholly owned or partially owned entities of the party, and any entities acting or purporting to act for or on behalf of the foregoing, including any agents, employees, representatives, officers, directors, servants, partners, and those persons in active concert or participation with them, from using the names and marks ARGITAL or DOTT. G. FERRARO ARGITAL, and any other names or marks of Plaintiffs, or names or marks confusingly thereto, for any goods or services.

C. An Order permanently enjoining Defendants, their owners, subsidiaries, divisions, branches, affiliates, predecessors, or successors in business, parents and wholly owned or partially owned entities of the party, and any entities acting or purporting to act for or on behalf of the foregoing, including any agents, employees, representatives, officers, directors, servants, partners, and those persons in active concert or participation with them, from engaging in any acts of unfair competition utilizing any names or marks that are identical to or confusingly similar with Plaintiffs' name and mark.

D. An Order permanently enjoining Defendants, their owners, subsidiaries, divisions, branches, affiliates, predecessors, or successors in business, parents and wholly owned or partially owned entities of the party, and any entities acting or purporting to act for or on behalf of the foregoing, including any agents, employees, representatives, officers, directors, servants, partners, and those persons in active concert or participation with them, from selling Plaintiffs' products or suggesting that Defendants or their activities are affiliated, connected, associated, sponsored, or approved by Plaintiffs.

E. An Order permanently enjoining Defendants, their owners, subsidiaries, divisions, branches, affiliates, predecessors, or successors in business, parents and wholly owned or partially owned entities of the party, and any entities acting or purporting to act for or on behalf of the foregoing, including any agents, employees, representatives, officers, directors, servants, partners, and those persons in active concert or participation with them, from making false statements regarding Plaintiffs and their products and misrepresenting the nature, characteristics, qualities, or geographic origin of Plaintiffs' products.

F. An Order awarding damages for Defendants' actions, including but not limited to, (a) Plaintiffs' actual damages and costs; (b) requiring an accounting of Defendants' profits pursuant to Defendants' unlawful activities; (c) awarding all of said profits to Plaintiffs as damages sustained by Plaintiffs due to Defendants' acts complained of herein; and (d) awarding damages for Defendants' commercial disparagement/trade libel of Plaintiffs.

G. An Order trebling the award of Defendants' profits and Plaintiff's damages in view of the reckless, willful, and intentional nature of Defendants' conduct.

H. Plaintiffs to be awarded punitive damages.

I. Plaintiffs to be awarded pre-judgment interest.

J. An Order requiring Defendants to deliver up for destruction all unauthorized, advertisements, and promotional materials, and any other materials in their possession or under their control bearing the name and marks of Plaintiffs pursuant to 15 U.S.C. § 1118.

K. An Order requiring Defendants to return to Plaintiffs all products in their possession bearing the name and marks of Plaintiffs.

L. An Order requiring Defendants to transfer the domain name argitalusa.com to Plaintiffs.

M. Plaintiffs to be awarded such other relief necessary to prevent the trade and public from deriving any false or erroneous impression that any goods or services marketed, advertised, or promoted by Defendants are in any way authorized, endorsed, sponsored, or approved by Plaintiffs.

N. Plaintiffs to be awarded their attorney's fees.

O. Plaintiffs to be awarded such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs demand trial by jury on all issues triable to a jury.

DATED: March 13, 2017 COBALT LLP

By: /s/ Vijay K. Toke
Vijay K. Toke

Attorneys for Defendants
ARGITAL S.R.L. and
ARGITAL DI G. FERRARO E C. S.N.C.